



ST. JOHN

THE BAPTIST PARISH

1811 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569



ST JOHN THE BAPTIST PARISH
ELIANA DEFRANCESCH Clerk of Court
I certify that this is a true copy of the
original filing that was recorded on:
01/19/2022 10:54AM
386086- MO

Zelda Lufkin #82951

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

ST JOHN THE BAPTIST PARISH

AND

PRINCIPAL ENGINEERING, INC.

FOR

LIONS WATER TREATMENT PLANT ONE MILLION GALLON PER DAY (MGD) FILTER, SLUDGE
RETURN, AND EXISTING MEDIA FILTER REPLACEMENT

WHEREAS, the St. John the Baptist Parish Council approved the Resolution to grant Administration authorization to enter into a Professional Services Agreement for the Lions Water Treatment Plant One MGD Filter, Sludge Return, and Existing Media Filter Replacement Project with **Principal Engineering, Incorporated**, at the December 28, 2021 meeting.

NOW THEREFORE, in consideration of the desires and responsibilities of the parties, herein, St. John the Baptist Parish Council hereby desires to enter into a Professional Services Agreement for the Lions Water Treatment Plant One MGD Filter, Sludge Return, and Existing Media Filter Replacement Project Services.

This **Agreement** is made and entered into on this 28th day of December, 2021 between **St. John the Baptist Parish Council**, (hereinafter referred to as "**Parish**"), represented by Jaclyn Hotard, Parish President, and **Principal Engineering, Inc.**, 1011 N. Causeway Blvd., Suite 19, Mandeville, LA 70471, Phone: (985) 624-5001 represented by Henry DiFranco, P.E. (hereinafter referred to as "**Engineer**") do hereby enter into this "**Agreement**" under the following terms and conditions.

SCOPE OF SERVICES

The services to be performed by Engineer for Parish under this Agreement ("**Services**") are set out in **Exhibit A (Statement of Work)**, incorporated herein by reference. The Services are to be performed in support of the project identified in **Exhibit A: Statement of Work**.

TERM OF AGREEMENT

The work required to complete all tasks shall automatically terminate upon satisfactory completion of all services and obligations described herein, unless extended by **Amendment**.

Principal Engineering, Inc.

One MGD Filter, Sludge Return, and Existing Media Filter Replacement Project Services

AMENDMENT

This **Agreement** may be amended by written consent, executed by both parties and subject to approval by St. John the Baptist Parish Council.

PAYMENT TERMS

In consideration of the services described above, **Parish** hereby agrees to provide compensation to the Engineer in accordance with its fee schedule listed in **Exhibit B: Price Schedule**.

All payments must be approved by the **Director of Utilities or Designee**, hereinafter called the **DIRECTOR** and all deliverables, etc. shall be submitted to him and all approval and administration of this **Agreement** shall be through him.

INSURANCE

Engineer shall meet or exceed the Parish's Insurance Requirements as listed in **Exhibit C: Insurance Requirements**.

MONITORING PLAN

This **Agreement** shall be administered and monitored by the **Director or Designee** as plans are developed. The monitoring plan will include a review of the services delineated in **Exhibit A: Statement of Work** to ensure completion, a review of invoices for accuracy prior to reimbursement of services, etc. The **Engineer** shall submit a monthly summary of activities in accordance **Exhibit B: Price Schedule**.

TAXES

Engineer hereby agrees that the responsibility for payment of taxes from the funds thus received under this **Agreement** and/or legislative appropriation shall be **Engineer's** obligation. **Engineer** is required to provide a completed W-9 form prior to commencement of work.

TERMINATION FOR CAUSE

The **Parish** may terminate this **Agreement** for cause based upon the failure of the **Engineer** to comply with the terms and/or conditions of this **Agreement**, provided that **Parish** shall give the **Engineer** written notice specifying the **Engineer's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This **Agreement** shall terminate thirty (30) calendar days from the date the notice was mailed.

The **Engineer** may terminate this **Agreement** for cause based upon the failure of the **Parish** to comply with the terms and/or conditions of this **Agreement**, provided that the **Engineer** shall give the **Parish** written notice specifying the **Parish's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This **Agreement** shall terminate thirty (30) calendar days from the date the notice was mailed.

Notwithstanding the above, the **Engineer** will not be relieved of liability to **Parish** for damages sustained by **Parish** by virtue of any breach of this **Agreement** by the **Engineer**.

Principal Engineering, Inc.

One MGD Filter, Sludge Return, and Existing Media Filter Replacement Project Services

TERMINATION FOR CONVENIENCE

Parish may terminate this **Agreement** at any time by giving thirty (30) days written notice to the **Engineer** of its intent to terminate this **Agreement**. The **Engineer** shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

OWNERSHIP

All records, reports, documents, and other material delivered or transmitted to **Engineer** by **Parish** shall remain the property of **Parish**, and shall be returned by **Engineer** to **Parish**, at **Engineer's** expense, at termination or expiration of this **Agreement**. Copies of all records, reports, documents, or other material related to this **Agreement** and/or obtained or prepared by **Engineer** in connection with the performance of the services in which contract fees have been paid for herein shall become the property of **Parish**, and shall, upon request, be returned by **Engineer** to **Parish**, at **Engineer's** expense, at termination or expiration of this **Agreement**.

NON-ASSIGNABILITY

Engineer shall not assign any interest in this **Agreement** by assignment, transfer, or novation, without prior written consent of **Parish**. This provision shall not be construed to prohibit the **Engineer** from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to **Parish**.

AUDITORS

It is hereby agreed that **Parish** shall have the option of auditing all accounts of **Engineer** which relate to this **Agreement**.

NOTICE TO PROCEED

The **DIRECTOR or Designee** shall notify the **Engineer** in writing to undertake the services stated in **Exhibit A: Statement of Work**, and the **Engineer** shall commence the services within ten (10) days after receipt of such notification.

INDEMNITY

To the fullest extent permitted by law, **Engineer** shall indemnify and hold harmless the **Parish** and all of its Agents and Employees, from and against all damages, losses and expenses, including but not limited to attorney's fees (when considered damages recoverable by law), arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of **Engineer**.

GENERAL CONDITIONS

The professional and technical adequacy and accuracy of documents, and other work products furnished under this **Agreement** will be conducted in a manner consistent with that level of care and Principal Engineering, Inc.

One MGD Filter, Sludge Return, and Existing Media Filter Replacement Project Services

skill ordinarily exercised by members of the profession. It is understood and agreed by the parties hereto that the **Engineer** is entering into this agreement in the capacity of an independent contractor. While in the performance of services or carrying out other obligations under this **Agreement**, the **Engineer** shall be acting in the capacity of independent contractors and not as employees of St. John the Baptist Parish. The **PARISH** shall not be obliged to any person, contractor or corporation for any obligations of the **Engineer** arising from the performance of their services under this **Agreement**.

This **Agreement** shall be binding upon the successors and assigns for the parties hereto. This agreement being for the personal services of the Contractor, shall not be assigned or subcontracted in whole or in part by the Contractor as to the services to be performed hereunder without the written consent of the PARISH.

SEVERABILITY CLAUSE

If any one or more of the provisions contained in this **Agreement** shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this **Agreement**, and in such an event, this **Agreement** shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

VENUE

This **Agreement** shall be governed by the laws of the State of Louisiana. Proper venue for any lawsuit arising under the terms of this **Agreement** shall be the Fortieth Judicial District Court, St. John the Baptist Parish and any appropriate Appellate therefrom. **Engineer** hereby agrees and consents to personal and/or *in rem* jurisdiction of the trial and appropriate Appellate courts.

NOTICES

All notices or demands required to be given, pursuant to the terms of this **Agreement**, shall be in writing and sent to the other party via United States certified mail, postage prepaid and signature required. Seven (7) calendar days written notice of change of address shall be sent to the other party by the manner stated above.

If to Parish:	If to Engineer:
ATTN: Jaclyn Hotard St. John the Baptist Parish 1811 W. Airline Hwy. LaPlace, Louisiana 70068	ATTN: Henry DiFranco, P.E. Principal Engineering, Inc. 1011 N. Causeway Blvd., Suite 19 Mandeville, Louisiana 70471

DISCRIMINATION CLAUSE

The **Engineer** agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and **Engineer** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

SIGNATURES ON FOLLOWING PAGE

Principal Engineering, Inc.

One MGD Filter, Sludge Return, and Existing Media Filter Replacement Project Services

THUS DONE AND SIGNED AT LaPlace, Louisiana on the day, month and year first written on page one of this document.

WITNESS:



SIGNATURE

Deshanda Firmin

PRINT NAME

WITNESS:



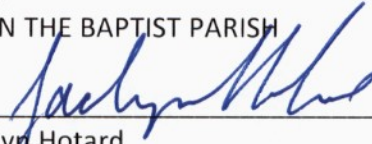
SIGNATURE

LISA HARTINE

PRINT NAME

PARISH:

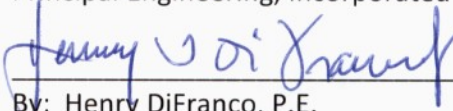
ST. JOHN THE BAPTIST PARISH



By: Jaclyn Hotard
Parish President

ENGINEER:

Principal Engineering, Incorporated



By: Henry DiFranco, P.E.
President

Principal Engineering, Inc.

One MGD Filter, Sludge Return, and Existing Media Filter Replacement Project Services

Exhibit A
Statement of Work

SERVICES

The **Engineer** shall provide all services listed in the statement of work required to complete the project including the necessary services described herein or usually implied as a prerequisite for performance of the services whether or not specifically mentioned in this agreement, including attendance by the **Engineer** at project meetings.

PROJECT DESCRIPTION

The proposed project includes installing a One MGD Filter, Sludge Return Expansion and Existing Media Replacement at the Lions Water Treatment Plant.

TASK 1 – Topographic Survey:

1. Coordinate and conduct a detailed topographic survey of the existing Lions Water Treatment Plant so that the survey can be used to develop engineering design plans and specifications for the project.
2. Plot information obtained from survey on proper plan.

TASK 2 – Geotechnical Investigation:

1. Conduct a geotechnical engineering investigation to determine foundation requirements for the new One MGD Filter and Sludge Return Expansion.
2. Obtain necessary soil borings to conduct the investigation.
3. Complete a geotechnical engineering report with recommendations on foundation requirements, pile lengths, etc. to design the One MGD Filter and Sludge Return Expansion.

TASK 3 – Permitting:

1. Prepare, submit, and obtain a permit from the Louisiana Department of Health.
2. Prepare, submit, and obtain a coastal use permit.
3. Prepare, submit, and obtain a letter of no objection from the Pontchartrain Levee District.
4. Prepare, submit and obtain a LDOTD driveway and right of way permit.
5. Prepare, submit, and obtain any other required permits to complete the project.
6. Any requests for information or revisions due to permit comments or requirements from agencies shall be included in this phase.
7. Any required permit extension will also be included in this phase.

TASK 4 – One MGD Filter, Sludge Return Expansion and Existing Media Replacement:

1. Preliminary Design Phase:
 - a. Prepare preliminary engineering plans that demonstrate the concept and layout.

Principal Engineering, Inc.

One MGD Filter, Sludge Return, and Existing Media Filter Replacement Project Services

- b. Preliminary submittal shall be a 65% submittal.
- c. The preliminary design submittal will include all sheets necessary to depict the major elements of work and a set of preliminary technical specifications.
- d. Prepare a preliminary construction cost estimate outlining all expected items of work and current unit prices for these items.
- e. A technical review meeting will be held at the preliminary design phase following review of the preliminary submittal by St. John Parish.
- f. Comments from the technical review meeting will be incorporated into the final design phase.

2. Final Design Phase:

- a. Prepare final plans and specifications and opinion of probable construction cost.
- b. Submittals will include a 95% and 100% submittal.
- c. The 95% design submittal will include all sheets and technical specifications. An updated opinion of probable construction cost will be provided.
- d. A technical review meeting will be held at the 95% design phase following review of the 95% submittal by St. John Parish.
- e. Comments from the technical review meeting will be incorporated into the 100% final design.
- f. The 100% final design will include plans and specifications signed and stamped by a professional engineer along with a final opinion of probable construction cost.

3. Bidding Phase:

- a. Assist in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, and receive and process contractor deposits or charges for the bidding documents.
- b. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
- c. Provide information or assistance needed in the course of any negotiations with prospective contractors.
- d. Consult as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
- e. The Engineer shall evaluate and determine the acceptability of "or equal" and substitute materials and equipment proposed by bidders.
- f. Attend the Bid opening, prepare Bid tabulation sheets, and assist in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

4. Construction and Record Drawings Phase:

- a. Prepare formal contract documents for the execution of the construction contract.
- b. Provide a competent Project Engineer and such assistants as may be required to administer the construction contract and to observe and inspect the materials and

Principal Engineering, Inc.

One MGD Filter, Sludge Return, and Existing Media Filter Replacement Project Services

construction procedures at the site of the work as it progresses. This shall not include the furnishing of inspection services but shall include periodic job visits as are necessary.

- c. The Engineer is not responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, except as may be expressly indicated in the Plans and Specifications prepared by the Engineer.
- d. Coordinate with owners of utilities for relocation of their facilities to clear the site for construction.
- e. Require and review tests of materials necessary for the project.
- f. Determine contract pay quantities, including necessary materials checking.
- g. Verify and approve contractor's pay requests and submit same to Director or Designee.
- h. Prepare progress reports for the Director or Designee.
- i. Prepare detailed drawings and samples as necessary to supplement the construction drawings.
- j. Review shop drawings and samples for conformance with the design concept of the project and for compliance with the result required in the contract documents.
- k. Perform final inspection and make a recommendation for acceptance.
- l. Verify and approve Testing Laboratory pay estimates and submit same to Director or Designee.
- m. Prepare all necessary documentation required for construction change orders.
- n. Prepare written recommendation for all required changes to plans and specifications during construction.
- o. Attend progress meetings and other meetings as necessary to discuss issues associated with the project.
- p. The Engineer shall furnish reproducible tracings of "Record" drawings, based on information provided by the contractor, on CD in both ACAD and PDF formats. The Engineer shall also furnish three full size bond copies of "Record" drawings.

5. Resident Project Representative:

- a. Assign personnel acceptable to the Director or Designee.
- b. Assist Engineer in observing progress and quality of the work.
- c. RPR is Engineer's representative at the site.
- d. Attend meetings with Contractor, such as preconstruction conference, progress meetings, job conferences and other project-related meetings.
- e. Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
- f. Conduct on site observations of Contractor's work in progress to assist Engineer in determining if the work is in general accordance with the contract documents.
- g. Maintain at the site orderly files for correspondence, reports of job conferences, reproductions of original contract documents including all change orders, field orders,

Principal Engineering, Inc.

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work change directives, addenda, additional drawings issued, progress reports, shop drawing and sample submittals received on other project related documents.

- h. Prepare a daily report recording the contractor's hours on the site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, site visitors, daily activities, decisions, observations in general.
- i. Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendation to Engineer.
- j. Participate in visits to the project to determine substantial completion and final completion.

TASK 5 – Materials Testing:

- 1. Provide materials testing during construction to ensure that all materials such as concrete and piles meet the requirements in the specifications.

Exhibit B

Principal Engineering, Inc.

One MGD Filter, Sludge Return, and Existing Media Filter Replacement Project Services

PRICE SCHEDULE

For each task in Exhibit A, the work is to be initiated only upon receipt of written Notice to Proceed from the Director or Designee.

For the services outlined in Exhibit A, the Owner shall pay the Engineer as follows:

<u>TASK 1 – Topographic Survey</u>	
Survey Phase	\$7,700.00 (Lump Sum)
<u>TASK 2 – Geotechnical Investigation</u>	
Geotechnical Phase	\$6,050.00 (Lump Sum)
<u>TASK 3 – Permitting</u>	
Permitting Phase	\$10,000.00 (Hourly NTE)
<u>TASK 4 – One MGD Filter, Sludge Return and Media Replacement</u>	
Preliminary Design Phase	\$65,061.25 (Lump Sum)
Final Design Phase	\$117,110.25 (Lump Sum)
Bidding Phase	\$13,012.25 (Lump Sum)
Construction Phase	\$52,049.00 (Lump Sum)
Record Drawings Phase	<u>\$13,012.25 (Lump Sum)</u>
Total Basic Services Fee	\$260,245.00 (Lump Sum)

Fees were based on 7.13% of the \$3,650,000.00 construction cost estimate per St. John Parish Council Ordinance 05-16 for Basic Engineering Services

Resident Project Representative Services Fee	\$117,895.00 (Hourly NTE)
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Fee was based on 3.23% of the \$3,650,000.00 construction cost estimate per St. John Parish Council Ordinance 05-16 for Resident Project Representative Service Fees. Work is to be performed on an hourly basis with certified timesheets submitted for review and approval with invoice for payment.

<u>TASK 5 – Materials Testing</u>	\$10,000.00 (NTE)
Materials Testing Phase	

Total Professional Services Fee from Tasks 1 through 5:	\$411,890.00
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Tasks 1 through 5 of this project is funded by a Clean Water State Revolving Loan.

PAYMENTS

Principal Engineering, Inc.

One MGD Filter, Sludge Return, and Existing Media Filter Replacement Project Services

The **Engineer** shall submit all invoices to the **DIRECTOR** on the first of the month for the completed contracted work from the previous month. The **DIRECTOR** shall then submit the approved invoices to the St. John the Baptist Parish Finance Department for processing. Payment shall be remitted within thirty (30) days from the date of the **DIRECTOR** approval.

FUNDS

Tasks 1 through 5 Payment to the Engineer under this contract shall be from the St. John the Baptist Parish wastewater fund and will be reimbursed by the Louisiana Department of Environmental Quality Clean Water State Revolving Loan when the loan closes.

EXHIBIT C
Insurance Requirements

Engineer shall obtain, pay for and keep in force, at its own expense, minimum insurance requirements effective in all localities where **Engineer** may perform the work hereunder, with such carriers as shall be acceptable to Council:

- A) Statutory Workman's Compensation covering all state and local requirements and Employer's Liability Insurance covering all persons employed by **Engineer** in connection with this **Agreement**.

The limits for "A" above shall be not less than:

1. Employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000.
2. Some contracts may require USL&H or maritime coverage. This should be verified with Insurance Department/Legal Department.
3. WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
4. No excluded classes of personnel or employees shall be allowed on Council's premises.

- B) Commercial General Liability, including:

1. Contractual liability assumed by this agreement.
2. Owner's and **Engineer's** Protective Liability (if Engineer is a General Engineer).
3. Personal and advertising liability.
4. Completed operations.
5. Medical Payments.

The limits for "B" above shall not be less than:

1. \$1,000,000 each occurrence limit.
2. \$2,000,000 general aggregate limits other than products – completed operations.
3. \$1,000,000 personal and advertising injury limit.
4. \$1,000,000 products/completed operations aggregate limit.
5. \$50,000 fire damage limit.
6. \$5,000 medical expense limit (desirable but not mandatory).
7. \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1+2 above. Must include BFCGL endorsement.
8. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
9. Some contracts may require Protection and Indemnity coverage. This should be verified with Insurance Department /Legal Department.

Principal Engineering, Inc.

One MGD Filter, Sludge Return, and Existing Media Filter Replacement Project Services

- C) Comprehensive Automobile Liability covering all owned, hired and other non-owned vehicles of the Engineer.

The limits for "C" above shall not be less than:

1. \$1,000,000 CSL
2. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be included on certificate.

- D) Professional Liability with a minimum limit of \$1,000,000.

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement within ten (10) days of provisional award. Failure to provide the insurance certificates within the time frame specified by the Parish shall be cause for the submittal to be rejected as non-responsive. Engineer shall maintain insurance in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract. All policies must have a thirty (30) day non-cancellation clause giving the Parish thirty (30) days prior written notice in the event a policy is canceled.

LICENSE REQUIREMENTS

When applicable, a current St. John the Baptist Parish Occupational License is to be maintained during the duration of this Contract. Yearly, a copy of such license shall be provided to the Director of Purchasing.

When applicable, a current Louisiana State Engineer's License should be furnished. W-9 Form is to be furnished prior to work being issued.

ATTACHMENT A STANDARD HOURLY RATES SCHEDULE

Principal Engineering, Inc.

One MGD Filter, Sludge Return, and Existing Media Filter Replacement Project Services

A. STANDARD HOURLY RATES

1. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates will be adjusted annually to reflect equitable changes in the compensation payable to Engineer.
3. The Standard Hourly Rates apply as specified in Exhibit B: Price Schedule Hourly Not to Exceed Services of the Agreement.

B. SCHEDULE

Hourly rates for services performed on or after the date of the Agreement are:

Category	Billing Rate
Principal -----	\$210
Principal/Vice President -----	\$200
Sr. Professional/Supervisor Engineer -----	\$180
Professional Engineer II -----	\$170
Professional Engineer I -----	\$140
Engineer Intern (Pre-Professional) -----	\$110
Sr. Technician/Designer -----	\$130
CAD Technician -----	\$85
Construction Manager -----	\$140
Sr. Construction Inspector -----	\$72
Construction Inspector -----	\$68
Administrative/Clerical III -----	\$80
Administrative/Clerical II -----	\$70
Administrative/Clerical I -----	\$60

The above hourly billing rates may be updated no more than once per year from the date of execution of this agreement.

CORPORATE RESOLUTION

EXCERPT FROM THE MINUTES OF THE ANNUAL MEETING OF THE SHAREHOLDERS AND BOARD OF DIRECTORS OF **PRINCIPAL ENGINEERING, INC.**

AT THE ANNUAL MEETING OF THE SHAREHOLDERS AND BOARD OF DIRECTORS OF **PRINCIPAL ENGINEERING, INC.**, DULY NOTICED AND HELD ON **DECEMBER 2, 2021** A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED.

IT WAS THEREFORE RESOLVED,

THAT **HENRY I. DIFRANCO, JR., THE PRESIDENT, SECRETARY AND TREASURER** OF **PRINCIPAL ENGINEERING, INC.** BE AND IS APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH THE **PARISH OF ST. JOHN THE BAPTIST** OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT THEREFORE ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE
A TRUE AND CORRECT COPY OF AN
EXCERPT OF THE MINUTES OF THE
ABOVE DATED MEETING OF THE BOARD
OF DIRECTORS OF SAID CORPORATION,
AND THE SAME HAS NOT BEEN
REVOKED OR RESCINDED.


PRESIDENT, SECRETARY & TREASURER

December 15, 2021

DATE

Principal Engineering, Inc.

One MGD Filter, Sludge Return, and Existing Media Filter Replacement Project Services

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ST. JOHN THE BAPTIST PARISH COUNCIL
STATE OF LOUISIANA

RESOLUTION
R21-185

Councilman Wright proposed and Councilwoman Houston seconded the following resolution:

THE ST. JOHN THE BAPTIST PARISH COUNCIL HEREBY RESOLVES:

A RESOLUTION AUTHORIZING ST. JOHN THE BAPTIST PARISH ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH PRINCIPAL ENGINEERING, INC. FOR THE LIONS WATER TREATMENT PLANT ONE MILLION GALLON PER DAY (MGD) FILTER, SLUDGE RETURN AND EXISTING MEDIA FILTER REPLACEMENT PROJECT

WHEREAS, Article IV, Section H (2) and (5) of the St. John the Baptist Parish Home Rule Charter permits the Parish Council to adopt a resolution when authorizing a designated person(s) to execute a previously approved contract on its behalf and/or to perform a ministerial act related to the administrative business of the Parish; and

WHEREAS, Principal Engineering, Inc. of Mandeville, LA has been selected for the Lions Water Treatment Plant One Million Gallon Per Day (MGD) Filter, Sludge Return and Existing Media Filter Replacement Project; and,

WHEREAS, services will also include improvements to the sludge pit; and,

WHEREAS, the estimated cost of the project is \$411,890 and will be funded through the Water Fund and the 2022 Bond Issue.

NOW, THEREFORE, BE IT RESOLVED, by the St. John the Baptist Parish Council, that Parish President Jaclyn Hotard is hereby duly authorized and empowered on behalf of the St. John the Baptist Parish Council to execute the Professional Services Agreement between St. John the Baptist Parish and Principal Engineering, Inc.

This resolution having been submitted to a vote, the vote thereon was as follows:

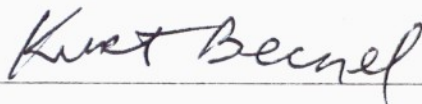
YEAS: Madere, Becnel, Houston, Malik, Arcuri, Wright

NAYS: None

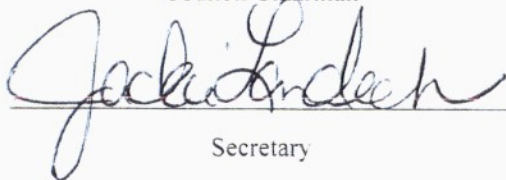
ABSTAIN: None

ABSENT: Duhe-Griffin, Schnyder, Torres

And, the resolution was declared adopted on this, the 28th day of December 2021.



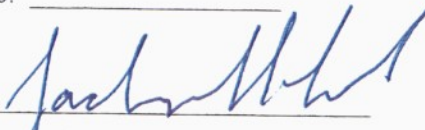
Council Chairman



Secretary

Approved: X

Veto: _____

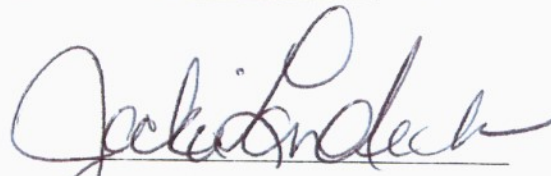

Parish President

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C E R T I F I C A T E

I, Jackie Landeche, Secretary of the Council of the Parish of St. John, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. John Parish Council in regular meeting held on the 28th day of December 2021.

Signed at Laplace, Louisiana this 28 day of Dec 2021.


Jackie Landeche
Secretary

